

4269
1 BILL NO. S-78-11-09

2 SPECIAL ORDINANCE NO. S-247-78

3 AN ORDINANCE approving an agreement with
4 Clyde E. Williams & Assoc., Inc. for the
Ardmore-Hillegas Street Corridor.

5
6 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE,
7 INDIANA:

8 SECTION 1. That a certain agreement, dated October 23, 1978,
9 between the City of Fort Wayne, Indiana, by and through its Mayor and the
10 Board of Public Works, and Clyde E. Williams & Assoc., Inc., for:

11 consulting services required to complete a location
12 study and report and prepare an environmental impact
13 statement of four land urban arterial using the Ard-
14 more-Hillegas Street Corridor from Baer Field Express-
way on the South to California Road on the North and
thus offering direct access to U.S. 33, U.S. 30 and
Interstate 69,

15 all as more particularly set forth in said agreement which is on file in
16 the office of the Board of Public Works and is by reference incorporated
17 herein and made a part hereof, be and the same is in all things hereby
18 ratified, confirmed and approved.

19 SECTION 2. That this Ordinance shall be effective upon passage
20 and approval by the Mayor.

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24 Vivian G. Schmidt
Councilman

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32 APPROVED AS TO FORM
AND LEGALITY,

[Signature]
CITY ATTORNEY

Read the first time in full and on motion by V. Schmidt, seconded by Nuckols, and duly adopted, read the second time by title and referred to the Committee on Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock _____ M., E.S.T.

DATE: 11-14-78

Charles W. Whitloman
CITY CLERK

Read the third time in full and on motion by Skarga, seconded by V. Schmidt, and duly adopted, placed on its passage.

PASSED (~~LOST~~) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>9</u>	<u>0</u>	_____	_____	_____
<u>BURNS</u>	<u>X</u>	_____	_____	_____	_____
<u>HINGA</u>	<u>X</u>	_____	_____	_____	_____
<u>HUNTER</u>	<u>X</u>	_____	_____	_____	_____
<u>MOSES</u>	<u>X</u>	_____	_____	_____	_____
<u>NUCKOLS</u>	<u>X</u>	_____	_____	_____	_____
<u>SCHMIDT, D.</u>	<u>X</u>	_____	_____	_____	_____
<u>SCHMIDT, V.</u>	<u>X</u>	_____	_____	_____	_____
<u>STIER</u>	<u>X</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>X</u>	_____	_____	_____	_____

DATE: 12-12-78

Charles W. Whitloman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION) ORDINANCE (RESOLUTION) No. 247-78 on the 12th day of December, 19____. ATTEST: (SEAL)

Charles W. Whitloman
CITY CLERK

Samuel J. Talarico
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 13th day of December, 1978, at the hour of 11:45 o'clock A M., E.S.T.

Charles W. Whitloman
CITY CLERK

Approved and signed by me this 14th day of December, 1978, at the hour of 11:30 o'clock _____ M., E.S.T.

Ralph R. Munich
MAYOR

Call Henry Wehrburg on these

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1800 City County
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LARS

S-78-11-09

Bill No. _____

REPORT OF THE COMMITTEE ON FINANCE

We, your Committee on Finance to whom was referred an Ordinance

approving an agreement with Clyde E. Williams & Assoc., Inc. for
the Ardmore-Hillegas Street Corridor

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance DO PASS.

WILLIAM T. HINGA - CHAIRMAN

VIVIAN G. SCHMIDT - VICE CHAIRMAN

JOHN NUCKOLS

PAUL M. BURNS

FREDRICK R. HUNTER

William T. Hinga

Vivian G. Schmidt

John Nuckols

Paul M. Burns

Fredrick R. Hunter

12-12-78 CONCURRED IN
DATE _____ CHAS. W. WEST, CITY CLERK

C

66-213-26 H.T.
10-23-78

AGREEMENT

THIS AGREEMENT, made and entered into this 23 day of October 1978, by and between the CITY OF FORT WAYNE, INDIANA, acting by and through the BOARD OF PUBLIC WORKS AND SAFETY hereinafter referred to as the "CITY" and CLYDE E. WILLIAMS AND ASSOCIATES, INCORPORATED, 70 E. 91st Street, Indianapolis, Indiana, 46240, Consulting Engineers, hereinafter referred to as the "CONSULTANT".

WITNESSETH

WHEREAS, the City desires to contract for consulting services required to complete a location study and report, and prepare an environmental impact statement, all for the project hereinafter described, and

WHEREAS, the Consultant has expressed a willingness to complete a location study and report, and prepare an environmental impact statement, as desired by the City, and to furnish the services required in connection therewith;

NOW, THEREFORE, the parties hereto agree that said Consultant shall provide the services and documents, hereinbefore and hereinafter described, in relation to the following described project:

DESCRIPTION OF PROJECT:

Construction of a four lane urban arterial using the Ardmore-Hillegas Street Corridor from Baer Field Expressway on the South to California Road on the north and thus offering direct access to U.S. 33, U.S. 30 and Interstate 69.

NOW, THEREFORE, in consideration of the mutual covenants, herein contained, the parties hereto mutually covenant and agree as follows:

SECTION 1. SERVICES BY THE CONSULTANT

The Consultant shall provide the following:

1.1 Development of the Corridor Location Study Report in compliance with procedures and requirements of the Federal Highway Administration and the Indiana State Highway Commissions approved Action Plan.

1.2 Development of the Environmental Impact Study in compliance with procedures and requirements of the Federal Highway Administration and the Indiana State Highway Commissions approved Action Plan, involving an interdisciplinary approach and including a Relocation Study in accordance with the 12(b) Relocation Plan.

1.3 Contact all Federal, State, and Local Agencies that may have an interest in the proposed project to obtain any impacts they may identify within their specific expertise.

Contact any Private Organizations that may be interested in the proposed project to obtain the local attitude toward the impacts within the affected area.

1.4 Represent the City at all public meetings, specifically including the public hearings as required by the Federal Highway Administration.

1.5 Provide the survey to obtain the detailed relocation information on each alternate as required.

1.6 Develop noise data for each alternate, including an evaluation of the future effects.

1.7 Develop air pollution data and provide an analysis on the air impact. (Based on existing Ambient Air Quality Data available from the State and Local Air Pollution Control Agency.)

1.8 Compile all the required information documenting the scope of the project and the anticipated environmental effects in order for a determination to be made by the ISHC and FHWA as to whether the scope of the project requires a major or non-major action and if determined to be a major action if the effects will be considered Significant or Non-Significant.

1.9 If the determination resulting from Section 1.8 considers the Action to be Major having a Non-Significant effect, a Preliminary Draft, Draft and Final Negative Declaration will be processed in accordance with the appropriate Federal Highway Administration Guidelines, and the Indiana State Highway Commission Action Plan.

1.10 If the determination resulting from Section 1.8 considers the Action to be Major having a Significant effect, a Preliminary Draft, Draft and Final Environmental Impact Statement will be processed in accordance with the appropriate Federal Highway Administration Guidelines and the Indiana State Highway Commission Action Plan.

1.11 Develop a Noise Abatement Feasibility Report if required.

1.12 Furnish the appropriate number of copies needed for distribution of all reports to be developed.

1.13 Submit on behalf of the City all required materials to the appropriate agencies.

1.14 Should there be more detailed data required than that available from the State and Local Air Pollution Control Agency as referred to in Section 1.7, the services to provide such additional information shall be considered a major change in the scope of work and such a change shall be resolved in accordance with Section 7 of this Agreement.

1.15 Shall such conditions prevail that would require the Federal Highway Administration to request the processing of a 4(f) statement, the services to cover this work shall be considered as a major change in the scope of work and such a change shall be resolved in accordance with Section 7 of this Agreement.

SECTION 2. INFORMATION AND SERVICES TO BE FURNISHED BY CLIENT

The City shall provide the Consultant the following:

- 2.1 All written views pertinent to the proposed project or Environmental Study that are received by the City.
- 2.2 Traffic assignments.
- 2.3 Suitable prints of available aerial mosaics.
- 2.4 Copies of transcripts, developed by ISHC, of any public hearing that may be held.
- 2.5 Furnish to the Consultant any available information for his use in the preparation of drawings and maps.
- 2.6 All legal services required to fulfill the provisions of this Agreement.
- 2.7 Any soil surveys, any results or data from the comprehensive transportation planning process, or any other surveys that may be available and of value in the development of studies covered by the provisions of this Agreement.

SECTION 3. SCHEDULE

The Consultant, under this Agreement, shall begin work immediately upon receipt of notice to proceed from the City and deliver the work to the City or in behalf of the City, deliver to the Indiana State Highway

Commission in accordance with the following schedule:

3.1 If the determination from Section 1.8 considers the Action to be Non-major, the appropriate reports will be completed and submitted to the State for their appropriate action within 180 calendar days from receipt of the Notice to Proceed.

3.2 If Section 1.9 applies, the Preliminary Draft Negative Declaration, Draft Negative Declaration and the Final Negative Declaration will be furnished as follows:

- A. The Preliminary Negative Declaration will be submitted within 240 calendar days after notice to proceed, providing all information to be supplied by the City is made available.
- B. The Draft Negative Declaration will be submitted within 45 calendar days after receipt of all comments on the Preliminary Draft Negative Declaration.
- C. The Final Negative Declaration will be submitted within 45 calendar days after receipt of all comments on the Draft and receipt of the transcript of the appropriate Public Hearing.

3.3 If Section 1.10 applies, the Preliminary Draft Environmental Impact Statement, the Draft Environmental Impact Statement, and the Final Environmental Impact Statement will be furnished as follows:

- A. The Preliminary Draft Environmental Impact Statement will be submitted within 270 calendar days after notice to proceed providing all information to be supplied by the City is made available.

- B. The Draft Environmental Impact Statement ready for circulation will be submitted within 90 calendar days after receipt of all comment on the Preliminary Draft by both the State and FHWA.
- C. A draft of the Final Environmental Impact Statement will be submitted within 60 calendar days after receipt of all comments of the Draft Environmental Impact Statement and receipt of the transcript of the Corridor Public Hearing.
- D. The completed Final Environmental Impact Statement will be submitted within 30 days after receipt of all comments of the draft submission.

3.4 In accordance with Section 1.1 the Corridor Location Report will be furnished as follows:

- A. A preliminary draft of the Corridor Location Report will be submitted within 90 days after receipt of comment on the Preliminary Draft Environmental Impact Statement.
- B. A completed Corridor Location Report will be submitted within 30 calendar days after receipt of comments on the preliminary draft submission by both the State and FHWA.
- C. A draft of an Addendum to the Corridor Location Report will be submitted within 90 calendar days after receipt of all comments on the Draft Environmental Impact Statement and receipt of the transcript of the Corridor Public Hearing.
- D. The completed Addendum to the Corridor Location Report will be submitted within 30 calendar days after receipt of all comments on the draft submission.

3.5 The Preliminary Noise Feasibility Report, if required, will be available for submission with the Preliminary Corridor-Design Report.

A Final Noise Feasibility Report will be made available for submission with the City's Final Corridor-Design Report.

SECTION 4. PAYMENTS

The Consultant shall receive as payment for the work performed under Section 1 of this Agreement, as follows, unless a modification of the Agreement is approved in writing by the City and concurred with by the State and FHWA.

4.1 For those services outlined in Section 1 and performed by the Consultant, the Consultant shall be paid on the basis of a lump sum fee for each applicable phase of work completed as set out below:

- | | | |
|----|---|----------|
| A. | Development of the Location Study covered
by Section 1.1 | \$21,200 |
| B. | Development of the Environmental Impact
Study covered by Sections 1.2 thru 1.8 | \$19,000 |
| C. | Development of Negative Declaration covered
by Section 1.9 and provide services out-
lined in Sections 1.12 and 1.13 | \$11,500 |
| D. | Development of Full Environmental Impact
Statement covered by Section 1.10 and
provide services outlined in Sections 1.12
and 1.13 | \$17,800 |
| E. | Development of Noise Feasibility Report
covered by Section 1.11 | \$ 4,900 |

4.2 Any of the above phases not required in securing the necessary environmental clearances in accordance with the appropriate State and Federal Guidelines will not be considered as part of the Consultant fee.

4.3 The City shall pay the Consultant for preparing to serve and for serving as an expert witness in a court of law at the rate of \$300.00 per day. This additional payment does not pertain to the Consultant's appearance at Public Meetings as described in Section 1.4.

SECTION 5. METHOD OF PAYMENT

5.1 Progress payment shall be made to the Consultant in proportion to services completed. Payments for services completed shall be based on an invoice submitted by the Consultant to the City not oftener than once per month. Ten percent (10%) of the invoiced amount shall be retained until final payment. The final payment shall be due the Consultant on acceptance of the appropriate Environmental Statement by the Federal Highway Administration.

SECTION 6. SUBLETTING AND ASSIGNMENT OF CONTRACT

6.1 No portion of the contract shall be sublet, assigned or otherwise disposed of, except with the written consent of the City. Consent to sublet, assign or otherwise dispose of any portion of the contract shall not be construed to relieve the Consultant of any responsibility for the fulfillment of the contract.

SECTION 7. CHANGES IN WORK

7.1 In the event the City requires a major change in scope, character or complexity of the work after the work has progressed as directed by the City, adjustments in compensation to the Consultant and in time for performance of the work as modified, shall be determined through negotiation by the City and Consultant in the exercise of their honest and reasonable judgment and the Consultant shall not commence the additional work or the change of the scope of work until authorized in writing by the City.

SECTION 8. EMPLOYMENT

8.1 Appendix "A" covering Department of Transportation Regulations on Non-discrimination and attached to this Agreement are to be considered an integral part hereof and are to be complied with by the Consultant on this project.

8.2 The Consultant shall not engage, on full or part-time or other basis during the period of the contract, any professional or technical personnel who are or have been at any time during the period of the contract, an employee of the Federal Highway Administration or the highway organization of any state, county or city except regularly retired employees, without the written consent of the public employer of such person.

8.3 The Consultant and his sublessee, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of his race, color, religion, sex, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

SECTION 9. COVENANT AGAINST CONTINGENT FEES

9.1 The Consultant warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this contract. For

Breach or violation of this warranty the City shall have the right to annul this contract without liability, or in its discretion, to deduct from the contract price or consideration, or brokerage, fee, gift or contingent fee.

SECTION 10. COMPLIANCE WITH STATE AND OTHER LAWS

10.1 The Consultant specifically agrees that in performance of the services herein enumerated by him or by a subcontractor or anyone acting in behalf of either, that he or they will comply with any and all State, Federal, and Local statutes, ordinances, and regulations and obtain all permits that are applicable to the entry into and the performance of this Agreement.

SECTION 11. RESPONSIBILITY FOR CLAIMS AND LIABILITIES

11.1 The Consultant shall be responsible for all damage to life and property due to activities of the Consultant, his subcontractors, agents or employees in connection with such services, and shall be responsible for all parts of his work, both temporary and permanent, until the services under this Agreement are declared accepted by the City. It is expressly understood that the Consultant shall indemnify and save harmless the City from claims, suits, actions, damages, and costs of every name and description arising out of or resulting from the services of the Consultant under this Agreement, and such indemnity shall not be limited by reason of the enumeration of any insurance coverage, hereinafter provided.

11.2 The Consultant shall be responsible for keeping the City currently advised as to the status of any claims made for damages, occurring from entering upon private property, against the Consultant resulting from services performed under this Agreement. Upon completion of the field work by the Consultant, the City is to be so advised as to the

status of claims even though no claims for damages occurred.

SECTION 12. WORKMEN'S COMPENSATION

12.1 The Consultant agrees to procure and maintain at his expense and without expense to the City until final payment by the City for the services covered by this Agreement, insurance of the kinds and in the amounts hereinafter provided in insurance companies authorized to do such business in the State of Indiana covering all operations under this contract, whether performed by him or by his subcontractors. Before commencing the work, the Consultant shall furnish to the City a certificate or certificates, in form satisfactory to the City, showing that he has complied with this paragraph, which certificate or certificates shall provide that the policies shall not be changed or cancelled until the (10) days written notice has been given to the City.

The kinds of insurance required are as follows:

- A. Policy covering the obligations of the Consultant in accordance with the provisions of the Workmen's Compensation Law. This agreement shall be void and of no effect unless the Consultant procures such policy and maintains it until acceptance of the work.
- B. Comprehensive Policies of Bodily Injury Liability and property damage Liability Insurance, including Owners or Contractors Protective Coverage and a Save and Hold Harmless Endorsement of the types herein specified each with Bodily Injury Limits of liability of not less than \$100,000 for each person, including death at any time resulting therefrom, and not less than \$300,000 in any one accident, and not less than

\$100,000 for all damages arising out of injury to or destruction of property.

- C. Automobile Policies of Bodily Injury and Property Damage Liability Insurance of the types herein specified with bodily injury limits of liability of not less than \$100,000 for each person, including death at any time resulting therefrom, and not less than \$300,000 in any one accident, and not less than \$100,000 for all damages arising out of injury to or destruction of property, including hired and non-owned vehicles.

SECTION 13. DELAYS AND EXTENSIONS

13.1 The Consultant agrees that no charges or claim for damages shall be made by him for any delays or hindrances from any cause whatsoever during the progress of any portion of the services specified in this Agreement. Such delays and hindrances, if any, shall be compensated for by an extension of time for such reasonable period as may be mutually agreed upon between the parties, it being understood, however, that the permitting of the Consultant to proceed to complete any services, or any part of them, after the date to which time of completion may have been extended, shall in no way operate as a waiver on the part of the City of any of its rights herein.

SECTION 14. ABANDONMENT AND TERMINATION

The City reserves the right to terminate or suspend this Agreement upon written notice.

14.1 If the City shall abandon the services herein mentioned, the Consultant shall deliver to the City all data and reports completed or partially completed and these shall become the property of the

City. The earned value of the work performed shall be based upon an estimate of the portions of the total services as have been rendered by the Consultant to the date of the abandonment and which estimate shall be mutually agreed upon by the City and the Consultant. The payment as made to the Consultant shall be paid as a final payment in full settlement for his services hereunder.

14.1 If at any time the Consultant shall abandon or delay the preparation and completion of plans and specifications beyond the several times hereinbefore specified, or beyond such further extension or extensions of time as agreed upon, the City shall give notice, as herein provided, of such delay or abandonment and, if the Consultant shall not within twenty (20) days thereafter have complied with the requirements of this contract, then the City shall have power to terminate this contract by a second written notice, either by mail or personally delivered to the Consultant. Upon the mailing or delivery of such second notice, this contract shall cease and terminate and the City may by any method it deems to be necessary designate and employ other engineers, by contract or otherwise, to perform and complete the services herein described.

14.3 In case the City shall act under the last preceding paragraph, then and in such event, all work completed to date pertaining to the project, prepared under the terms or in fulfillment of this Agreement, shall be delivered within twenty (20) days to the City. In the event of the failure by the Consultant to make such delivery upon demand, then and in that event, the Consultant shall pay to the City any damage if may sustain by reason thereof.

SECTION 15. OWNERSHIP OF DOCUMENTS

15.1 Upon completion and final approval of the work by the City, the Consultant shall deliver to the City all documents and reports which shall become the property of the City.

SECTION 16. SUCCESSORS AND ASSIGNEES

16.1 The City insofar as authorized by law, binds itself and its successors and the Consultant binds his successors, executors, administrators and assignees, to the other party of this Agreement and to the Successors, executors, administrators and assignees of such other party, as the case may be insofar as authorized by law, in respect to all covenants of this Agreement. Except as above set forth, neither the City nor the Consultant shall assign, sublet or transfer its or his interest in this Agreement without the consent of the other.

SECTION 17. ACCESS TO RECORDS

17.1 The Consultant and his subcontractors shall maintain all books, documents, papers, accounting records and other evidence pertaining to the cost incurred and shall make such materials available at their respective offices at all reasonable times during the contract period and for three (3) years from the date of final payment under the contract, for inspection by the City, Indiana State Highway Commission, Federal Highway Administration or any other authorized representative of the Federal Government and copies thereof shall be furnished if requested.

SECTION 18. SPECIAL PROVISIONS

Lump Sum fees contained in this proposal are predicated on the average base hourly rates that the consultant expects will prevail during the process of this work which may extend up to 30 months because of review time.

Should the time required for the completion of this contract extend beyond a 36 month period after notice to proceed due to no fault of the consultant, the consultant reserves the right to renegotiate these fees based on actual salaries paid at that time.

IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement.

ENGINEER

CLYDE E. WILLIAMS & ASSOCIATES, INC.

C. B. Gaskins
C. B. Gaskins, P.E., President

ATTEST: R. L. Mark Chambers
R. L. Mark Chambers, Secretary

CITY OF FORT WAYNE, INDIANA
BY ITS MAYOR
AND BOARD OF PUBLIC WORKS & SAFETY

Robert E. Armstrong
ROBERT E. ARMSTRONG, MAYOR

Henry P. Wehenberg
Member

E. Paul W. DeMa
Member

May G. Scott
Member

Attest: Wesley Miller
Secretary to the Board of
Public Works and Safety

APPROVED AS TO
LEGALITY AND FORM:

Harry J. Baker
Attorney for City of Fort Wayne,
Indiana

A C K N O W L E D G M E N T

State of Indiana, County of Marion SS:

Before me, the undersigned Notary Public in and for said County, personally appeared Charles B. Gaskins, President and R. L. Mark Chambers, Secretary, of Clyde E. Williams & Associates, Inc., and each acknowledged the execution of the foregoing contract on this 19th day of October, 1978, and each acknowledged and stated that he is the party authorized by the said corporation to execute the foregoing contract.

Witness my hand and seal the said last named date.

My Commission Expires:

March 7, 1982

Seneca M. Heideman
Notary Public



A C K N O W L E D G M E N T

State of Indiana, County of ALLEN SS:

Before me, the undersigned Notary Public in and for said CITY OF FT. WAYNE, INDIANA personally appeared ROBERT E. ARMSTRONG, Mayor; Chairman HENRY P. WEHRENBURG ETHEL H. LAMAR and MAX G SCOTT, Members; ~~XXXXXX~~ of the Board of PUBLIC WORKS, and acknowledged the execution of the foregoing contract on this 16th day of OCTOBER, 1978

Witness my hand and seal the said last named date.

My Commission Expires:

March 6, 1980.

Anne J. Fox
Notary Public ANNE J. FOX
Resident of Allen County, Indiana

C E R T I F I C A T I O N O F E N G I N E E R

I hereby certify that I am the President and duly authorized representative of the firm of Clyde E. Williams & Associates, Inc., whose address is 70 E. 91st Street, Indianapolis, Indiana 46240 and that neither I, nor the above firm I here represent, has:

- (a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above engineer) to solicit or secure this contract,
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above engineer) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract; except as here expressly stated (if any): _____

I acknowledge that this certificate is to be furnished to the Indiana State Highway Commission and the Federal Highway Administration, Department of Transportation in connection with this contract involving participation of Federal-Aid Highway Funds and is subject to applicable State and Federal laws, both criminal and civil.

10-19-70

(Date)

C. E. Williams

(Signature)

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA)

COUNTY OF MARION)

The undersigned, being duly sworn on oath says, that he is the contracting party, or, that he is the representative, agent, member, or officer of the contracting party, that he has not, nor has any other member, representative, agent, or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the annexed contract other than that which appears upon the face of the contract.

Charles B. Gaskins

Charles B. Gaskins, President
(Print or type name)

Subscribed and sworn to before me this 19th day of October, 1978.

Geneva M. Heideman
Notary Public

My Commission expires:

March 7, 1982

During the performance of this Contract, the Engineer for itself, its assignees and successors in interest (hereinafter referred to as the "Consultant"), and the Owner (hereinafter referred to as the "Local Public Agency"), agrees as follows:

- (1) Compliance with Regulations: The Consultant will comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) Nondiscrimination: The Consultant, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color, sex or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.
- (3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this Contract and the Regulations relative to non-discrimination on the ground of race, color, sex or national origin.
- (4) Information and Reports: The Consultant will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Authority, the State Highway Commission or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Authority, the State Highway Commission, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

- (5) Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this Contract, the Local Public Agency, shall impose such Contract sanctions as they or the State Highway Commission or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
- (a) withholding of payments to the Consultant under the contract until the Consultant complies, and/or
 - (b) cancellation, termination or suspension of the contract, in whole or in part.
- (6) Incorporation of Provisions: The Consultant will include the provisions of paragraph (1) through (6) in every sub-contract, including procurements of materials and leases of equipment, unless, exempt by the Regulations, order, or instructions issued pursuant thereto. The Consultant will take such action with respect to any subcontract or procurement as the Local Public Agency, State Highway Commission or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a Consultant becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the Local Public Agency or State to enter into such litigation to protect the interests of the Local Public Agency or State, and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

FEE JUSTIFICATION

LOCATION STUDY OUTLINED IN ARTICLE 1.1	Hours Required						
	Principal and Supervisory	Engineer	Environment Specialist	Draftsman or Technician	Survey Party	Typing and Reproduction	Subtotal
DATA COLLECTION							
Aerial Mapping of Study Area		2		20	40		62
Prior Studies		8	8				16
Transportation and Land Use Plan	4	4	16				24
Traffic Data and Transportation Facilities	4	24					28
Railroad Traffic and Facilities		2					2
Rivers, Streams, Drainage and Rainfall		2	16				18
Soils Data		4	8				12
Utilities and Public Facilities		4	8				12
Field Inspection		10	8				18
Land Appraisals		4	8				12
Feasibility and Benefit Analysis	4	8					12
ALIGNMENT SELECTION AND COST ESTIMATES							
Preliminary Alignment and Alternatives	4	8		20			32
Design Data	4	8		4			16
Horizontal and Vertical Alignment	4	8		4			16
Grade Separations, Stream Crossings, Interchanges	4	20		4			28
Right-of-Way and Access Control	2	4		10			16
Traffic Control		4		10			14
Cost Estimates		20		40			60

FEE JUSTIFICATION

LOCATION STUDY OUTLINED IN ARTICLE 1.1	Hours Required						
	Principal and Supervisory	Engineer	Environment Specialist	Draftsman or Technician	Survey Party	Typing and Reproduction	Subtotal
REPORT PREPARATION	10					30	40
Regional and Community Growth			8	4			12
Conservation and Preservation			8				8
Public Facilities and Service			8				8
Community Cohesion			8				8
Displacement of People, Businesses and Farms			8				8
Air, Noise and Water Pollution			16				16
Aesthetic and Other Values			8				8
Public Hearings		10					10
Report Revisions		20	12	4		10	46
NUMBER OF HOURS	40	174	148	120	40	40	562
HOURLY RATES	20	15	14	10	20	8	
TOTAL COST PER INCREMENT	800	2,610	2,072	1,200	800	320	7,802
TOTAL LABOR COST							7,802
OVERHEAD MULTIPLIER 1.3378							10,438
DIRECT NONSALARY COST							220
FIXED FEE							2,740
TOTAL FEE							21,200

FEE JUSTIFICATION

DEVELOPMENT OF STUDY OUTLINED IN ARTICLE 1.2 THRU 1.8	Hours Required						
	Principal and Supervisory	Engineer	Environment Specialist	Draftsman or Technician	Survey Party	Typing and Reproduction	Subtotal
Determination of Study Approach and Range	2	4	8	2			16
Contact with Government Agencies	2	8	12			4	26
Contact with Private Organizations	4	8	16			4	32
Conferences, Public Hearings and Information Meetings		8	16				24
Relocation Studies See Location Study							
Development of Noise Data		4	8	8		4	24
Development of Air Pollution Data		4	8	8		4	24
Compile Information for Early Coordination Contact	2		24	4			30
Description of Proposed Action, Need for Action and Alternates Considered	4	8	24			4	40
Socio-Economic Considerations			24			2	26
Effects on Land Use and Traffic Patterns	2	12	8	4		2	28
Natural, Cultural and Historic Resources			12			2	14
Evaluation of Effects on Wildlife and Ecological Balance			16			2	18
Pollution, Rainfall and Water Supply Evaluation		8	8	4		2	22
Evaluation of Alternatives	4	8	24	4		2	42
Comparative Benefits, Costs, Engineering and Other Considerations	4	8	8	8		2	30
Comments from Coordination Responses	2	8	12				22
Revisions after Review		8	12	4		8	32

FEE JUSTIFICATION

DEVELOPMENT OF STUDY OUTLINED IN ARTICLE 1.2 THRU 1.8	Hours Required						
	Principal and Supervisory	Engineer	Environment Specialist	Draftsman or Technician	Survey Party	Typing and Reproduction	Subtotal
NUMBER OF HOURS	26	96	240	46		42	450
HOURLY RATES	20	15	14	10		8	
TOTAL COST PER INCREMENT	520	1440	3360	460		336	6116
TOTAL LABOR COST							6116
OVERHEAD MULTIPLIER 1.3378							8182
DIRECT NONSALARY COST (Including Relocation Study*)							2 557
FIXED FEE							2145
TOTAL FEE							19,000

* By Outside Consultant: D. E. McGillem & Assoc.

FEE JUSTIFICATION

DEVELOPMENT OF NEGATIVE DECLARATION OUTLINED IN ARTICLE 1.9, 1.12 & 1.13	Hours Required						
	Principal and Supervisory	Engineer	Environment Specialist	Draftsman or Technician	Survey Party	Typing and Reproduction	Subtotal
Description of Proposed Action, Alternates, Need for Action and SEE Effects	2	8	12	8		4	34
Land Use and Traffic Patterns	2	4	12	8		4	30
Probable Impact on Environment	2	4	12			2	20
Evaluation of Alternatives	2	4	12			4	22
Probable Adverse Effects	2	4	12			2	20
Short, Long Term Uses of the Environment	2	4	12			2	20
Irretrievable Commitments of Resources	2	4	12			2	20
Impact on Historic and Cultural Sites	2	4	12			2	20
Environmental Problems and Steps Taken to Avoid Adverse Effects		4	12			2	18
Comments from Coordination Responses	2	4	16			4	26
Revisions after Review	2	8	24	8		12	54
Public Hearings		8	8			20	36
NUMBER OF HOURS	20	60	156	24	--	60	320
HOURLY RATE	20	15	14	10	--	8	
TOTAL COST PER INCREMENT	400	900	2,184	240		480	4204
TOTAL LABOR COST							4204
OVERHEAD MULTIPLIER 1.3378							5624
DIRECT NONSALARY COST							196
FIXED FEE							1,474
TOTAL FEE							11,500

FEE JUSTIFICATION

DEVELOPMENT OF FULL ENVIRONMENTAL IMPACT STATEMENT OUTLINED IN ARTICLE 1.10, 1.12 & 1.13	Hours Required					
	Principal and Supervisory	Engineer	Environment Specialist	Draftsman or Technician	Survey Party	Typing and Reproduction
						Subtotal
Description of Proposed Action, Alternates Considered, Need for Action and SEE Effects	2	8	16	8		4
Land Use and Traffic Patterns	2	8	16	8		4
Probable Impact on the Environment	2	8	16			2
Evaluation of Alternatives	2	8	16			4
Probable Adverse Effects	2	8	12			2
Short, Long Term Uses of the Environment	2		8			2
Irretrievable Commitments of Resources	2		8			2
Impact on Historic and Cultural Sites	2		8			2
Environmental Problems and Steps Taken to Avoid Adverse Effects	2		16			2
Comments from Coordination Responses	2	8	20			4
Summary		8	16			4
Revisions after Review	4	16	24			12
Public Hearings	4	16	24			
Preparation of Final EIS	4	24	40	8		20
NUMBER OF HOURS	32	112	240	24		64
HOURLY RATE	20	15	14	10		8
TOTAL COST PER INCREMENT	640	1680	3360	240		512
TOTAL LABOR COST						6432
OVERHEAD MULTIPLIER 1.3378						8605
DIRECT NONSALARY COST						507
FIXED FEE						2256
TOTAL FEE						17,800

FEE JUSTIFICATION

DEVELOPMENT OF NOISE FEASIBILITY REPORT OUTLINED IN ARTICLE 1.11, 1.12 & 1.13	Hours Required						
	Principal and Supervisory	Engineer	Environment Specialist	Draftsman or Technician	Survey Party	Typing and Reproduction	Subtotal
Analysis of Data Collected	2	12	12				26
Consideration of Possible Solutions	2	12	12	4			30
Compilation of Information and Preparation of Report		12	12	8		20	52
Revisions after Review	4	8	8	4		8	32
NUMBER OF HOURS	8	44	44	16		28	140
HOURLY RATE	20	15	14	10		8	
TOTAL COST PER INCREMENT	160	660	616	160		224	1820
TOTAL LABOR COST							1820
OVERHEAD MULTIPLIER 1.3378							2435
FIXED FEE							645
TOTAL FEE							4,900



City Clerk Memorandum

CHARLES W. WESTERMAN, Clerk

To Mayor Robert E. Armstrong Date 11-22-78
From Charles W. Westerman - City Clerk
Subject Appearance before Common Council 11-28-78 *hck*

COPIES TO:

Bill No. S-78-11-09

AN ORDINANCE approving an agreement
with Clyde E. Williams & Assoc., Inc.
for the Ardmore-Hillegas Street Corridor

Bill No. S-78-11-10

AN ORDINANCE approving a Consultant
Agreement with Clyde E. Williams &
Associates, Inc., on Lake Avenue,
Rudisill Blvd., Bluffton Road &
Crescent Avenue

Bill No. S-78-11-28

AN ORDINANCE approving a contract for
Street Improvement Resolution No. 5816-
1978, between the City of Fort Wayne,
and Dailey Asphalt Products Co., Inc. for
resurfacing certain streets.

Pursuant to the request of the Standing Committee Chairman
of Public Works and Finance of the Common Council, the
presence Henry P. Wehrenberg - Chairman of the Board of
Public Works, is respectfully requested on November 28,
1978, 7:00 P.M., Room 128, Common Council Conference
Room.

Common Council desires more information regarding the
above ordinances.

Your cooperation will be greatly appreciated.



City Clerk Memorandum

CHARLES W. WESTERMAN, Clerk

To Mayor Robert E. Armstrong Date 12-6-78
From Charles W. Westerman - City Clerk
Subject Appearance before Common Council 12-12-78

COPIES TO:

Bill No. S-78-11-09

AN ORDINANCE approving an agreement
with Clyde E. Williams & Assoc., Inc.
for the Ardmore-Hillegas Street Corridor

Bill No. S-78-11-10

AN ORDINANCE approving a Consultant
Agreement with Clyde E. Williams &
Associates, Inc., on Lake Avenue,
Rudisill Blvd., Bluffton Road &
Crescent Avenue

Pursuant to the request of the Standing Committee Chairman
of Public Works and Finance of the Common Council, the
presence of Henry P. Wherenberg - Chairman of the Board of
Public Works is respectfully requested on December 12, 1978,
7:00 P.M., Room 128, Common Council Conference Room.

Common Council desires more information regarding the
above ordinances.

Your cooperation will be greatly appreciated.

Richard
12/6/78

7-20-78
TITLE OF ORDINANCE SPECIAL ORDINANCE - AGREEMENT WITH CLYDE E. WILLIAMS & ASSOC., INC. -
ARDMORE-HILLEGAS STREET CORRIDOR

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS 2-78-11-09

SYNOPSIS OF ORDINANCE AGREEMENT WITH CLYDE E. WILLIAMS & ASSOCIATES, INC., CONSULTING
ENGINEERS, CONTRACTED FOR CONSULTING SERVICES REQUIRED TO COMPLETE A LOCATION STUDY AND
REPORT AND PREPARE AN ENVIRONMENTAL IMPACT STATEMENT OF FOUR LANE URBAN ARTERIAL
USING THE ARDMORE-HILLEGAS STREET CORRIDOR FROM BAER FIELD EXPRESSWAY ON THE SOUTH TO
CALIFORNIA ROAD ON THE NORTH AND THUS OFFERING DIRECT ACCESS TO U. S. 33, U. S. 30
AND INTERSTATE 69.

(AGREEMENT ATTACHED)

EFFECT OF PASSAGE IN COMPLIANCE WITH PROCEDURES AND REQUIREMENTS OF FEDERAL HIGHWAY
ADMINISTRATION AND THE INDIANA STATE HIGHWAY COMMISSIONS APPROVED ACTION PLAN

EFFECT OF NON-PASSAGE SELF-EXPLANATORY

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) LUMP SUM APPLICABLE TO BE PAID OUT OF
L. R. & S. FUNDS

ASSIGNED TO COMMITTEE _____